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6 **UNITED STATES DISTRICT COURT**
7 **CENTRAL DISTRICT OF CALIFORNIA**
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10 WILLIENE JACKSON-JONES,
11 individually and on behalf of all others
12 situated, KAREN SANTOS,
13 individually and on behalf of all others
14 situated,
15
16 Plaintiffs,

17 v.
18 EPOCH EVERLASTING PLAY, LLC,
19 a Delaware limited liability company,
20 TARGET CORPORATION, a
21 Minnesota corporation, and
22 AMAZON.COM SERVICES LLC, a
23 Delaware corporation,
24
25 Defendants.

26 Case No. 2:23-cv-02567-ODW-SK
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~~PROPOSED~~ STIPULATED
PROTECTIVE ORDER

29 1. A. PURPOSES AND LIMITATIONS

30 Discovery in this action is likely to involve production of confidential,
31 proprietary, or private information for which special protection from public disclosure
32 and from use for any purpose other than prosecuting this litigation may be warranted.
33 Accordingly, the Parties hereby stipulate to and petition the Court to enter the
34 following Stipulated Protective Order. The Parties acknowledge that this Order does
35 not confer blanket protections on all disclosures or responses to discovery and that
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the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The Parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the Court to file material under seal.

B. GOOD CAUSE STATEMENT

This Action is likely to involve the production and exchange of confidential, proprietary, and private materials and information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential, proprietary, and private materials and information may consist of, among other things, (1) financial information relating to the Producing Party's sales and revenues; (2) information regarding confidential business practices; (3) private customer information, including their names, addresses, and contact information; (4) non-public and commercially sensitive information concerning the development, manufacturing, marketing, labeling, advertising, distribution, and sales of Calico Critters products; and (5) other sensitive commercial information that is generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law.

Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the Parties are entitled to keep confidential, to ensure that the Parties are permitted reasonably necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter.

It is the intent of the Parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: the action currently pending in the U.S. District Court for the Central District of California styled *Williene Jackson-Jones, et al. v. Epoch Everlasting Play, LLC, et al.*, Case No. 2:23-cv-02567-ODW-SK (C.D. Cal.).

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items as CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY under this Order.

2.3 **“CONFIDENTIAL” Information or Items:** information (regardless of how it is generated, stored, or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement in Section 1.2, above.

2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

Information or Items: information (regardless of how it is generated, stored, or maintained) or tangible things that qualify for protection as “CONFIDENTIAL” Information or Items, as defined in Section 2.3, and constitute or contain business information of a most sensitive nature, such as that it might be of significant value to an actual or potential competitor of the Producing Party, and which must be protected from disclosure as set forth herein. Such information includes, but is not limited to, confidential sales and revenue information, trade secrets, and other highly sensitive commercial information. Among other reasons, a “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” designation is needed in this Action because the Defendants are competitors and, therefore, certain CONFIDENTIAL Information or

1 Items that will likely be produced in discovery should be limited to the Parties'
2 Outside Counsel of Record.

3 2.5 Counsel: Outside Counsel of Record and In-House Counsel (as well as
4 their support staff).

5 2.6 Designating Party: a Party or Non-Party that designates information or
6 items that it produces in disclosures or in responses to discovery as
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY.”

9 2.7 Disclosure or Discovery Material: all items or information, regardless of
10 the medium or manner in which it is generated, stored, or maintained (including,
11 among other things, testimony, transcripts, documents, and tangible things), that are
12 produced or generated in disclosures or responses to discovery in this Action.

13 2.8 Expert: a person with specialized knowledge or experience in a matter
14 pertinent to the Action who has been retained by a Party or its Counsel to serve as an
15 expert witness or as a consultant in this Action.

16 2.9 In-House Counsel: attorneys who are employees of a Party to this
17 Action. In-House Counsel does not include Outside Counsel of Record or any other
18 outside counsel.

19 2.10 Non-Party: any natural person, partnership, corporation, association, or
20 other legal entity not named as a Party to this Action.

21 2.11 Outside Counsel of Record: attorneys who are not employees of a Party
22 to this Action but are retained to represent or advise a Party to this Action and have
23 appeared in this Action on behalf of that Party or are affiliated with a law firm which
24 has appeared on behalf of that Party, and includes support staff.

25 2.12 Party: any Party to this Action, including all of its officers, directors,
26 employees, consultants, retained experts, and Outside Counsel of Record (and their
27 support staff).

2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.14 Professional Vendors: persons or entities that provide litigation support services (*e.g.*, photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.15 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial will be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order will remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition will be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to

1 applicable law. The Parties' consent to this provision shall not be deemed a waiver
2 with regard to any Party's ability to challenge the claimed confidentiality of any
3 discovery material under Paragraph 6 (CHALLENGING CONFIDENTIALITY
4 DESIGNATIONS).

5. **DESIGNATING PROTECTED MATERIAL**

6.1 **Exercise of Restraint and Care in Designating Material for Protection.**

7 Each Party or Non-Party that designates information or items for protection
8 under this Order must take care to limit any such designation to specific material that
9 qualifies under the appropriate standards. The Designating Party must designate for
10 protection only those parts of material, documents, items, or oral or written
11 communications that qualify, so that other portions of the material, documents, items,
12 or communications for which protection is not warranted are not swept unjustifiably
13 within the ambit of this Order.

14 Mass, indiscriminate, or routinized designations are prohibited. Designations
15 that are shown to be clearly unjustified or that have been made for an improper
16 purpose (*e.g.*, to unnecessarily encumber the case development process or to impose
17 unnecessary expenses and burdens on other parties) may expose the Designating Party
18 to sanctions.

19 If it comes to a Designating Party's attention that information or items that it
20 designated for protection do not qualify for protection, the Designating Party must
21 promptly notify all other Parties that it is withdrawing the mistaken designation.

22.2 **Manner and Timing of Designations.**

23 Except as otherwise provided in this Order (*see, e.g.*, second paragraph of
24 section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery
25 Material that qualifies for protection under this Order must be clearly so designated
26 before the material is disclosed or produced.

27 Designation in conformity with this Order requires:

1 (a). For information in documentary form (*e.g.*, paper or electronic
2 documents, but excluding transcripts of depositions or other pretrial or trial
3 proceedings), that the Producing Party affix, at a minimum, the legend
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
5 ONLY” (hereinafter “CONFIDENTIAL legend” and “HIGHLY CONFIDENTIAL –
6 ATTORNEYS’ EYES ONLY legend”) to each page that contains protected material.

7 A Party or Non-Party that makes original documents available for
8 inspection need not designate them for protection until after the inspecting Party has
9 indicated which documents it would like copied and produced. During the inspection
10 and before the designation, all of the material made available for inspection will be
11 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
12 it wants copied and produced, the Producing Party must determine which documents,
13 or portions thereof, qualify for protection under this Order. Then, before producing
14 the specified documents, the Producing Party must affix the “CONFIDENTIAL
15 legend” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY legend” to
16 each page that contains Protected Material.

17 (b) for testimony given in depositions or in other pretrial proceedings,
18 that the Designating Party identify on the record, during the deposition or other
19 pretrial proceeding, whether the testimony contains Protected Material.
20 Subsequently, the Designating Party must, within fourteen (14) days after receiving
21 the final transcript of the deposition or other pretrial proceedings, designate portions
22 of the transcript, or exhibits thereto, as Protected Material and notify all other Parties
23 and participating Non-Parties of those designations. All Parties and participating
24 Non-Parties must treat the transcript in its entirety as Protected Material until the
25 fourteen (14) day period has expired and thereafter must treat all portions designated
26 as Protected Material accordingly.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, will identify the protected portion(s).

5.3 Inadvertent Failures to Designate.

An inadvertent failure to designate qualified information or items as Protected Material does not, standing alone, waive the Producing Party's right to secure protection under this Order for such material. Upon correction of a designation, the Receiving Party must make reasonable efforts to assure that the designated material is treated as Protected Material in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges.

Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order. Unless a prompt challenge to a Designating Party’s designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the Action, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer.

To the extent a Party seeks to challenge a designation of confidentiality, the Challenging Party will initiate the dispute resolution process (and, if necessary, file a discovery motion) under Local Civil Rule 37.1, *et seq.*

6.3 Burden of Persuasion.

The burden of persuasion in any such proceeding challenging a designation of confidentiality will be on the Designating Party. Frivolous challenges, and those

1 made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and
2 burdens on other parties) may expose the Challenging Party to sanctions. Unless the
3 Designating Party has waived or withdrawn the confidentiality designation, all Parties
4 will continue to afford the material in question the level of protection to which it is
5 entitled under the Designating Party's designation until the Court rules on the
6 challenge.

7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

8.1 **Basic Principles.**

9 A Receiving Party may use Protected Material that is disclosed or produced by
10 another Party or by a Non-Party in connection with this Action only for prosecuting,
11 defending, or attempting to settle this Action. Such Protected Material may be
12 disclosed only to the categories of persons and under the conditions described in this
13 Order. When the Action has been terminated, a Receiving Party must comply with
14 the provisions of Section 13 below (FINAL DISPOSITION).

15 Protected Material must be stored and maintained by a Receiving Party at a
16 location and in a secure manner that ensures that access is limited to the persons
17 authorized under this Order.

18.2 **Disclosure of “CONFIDENTIAL” Information or Items.**

19 Unless otherwise ordered by the Court or permitted in writing by the
20 Designating Party, a Receiving Party may disclose any information or item designated
21 “CONFIDENTIAL” only to:

22. (a). The Receiving Party's Outside Counsel of Record in this Action, as well
23 as employees of said Outside Counsel of Record to whom it is reasonably
24 necessary to disclose the information for this Action;
25. (b). The officers, directors, and employees (including In-House Counsel) of
26 the Receiving Party to whom disclosure is reasonably necessary for this
27 Action;

- (c). Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
 - (d). The Court and its personnel;
 - (e). Any court reporters and their staff;
 - (g). Professional jury or trial consultants, mock jurors and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
 - (h). The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
 - (i). During their depositions, employee or representative witnesses of the Producing Party, as reasonably necessary for the Action;
 - (j). During their depositions, witnesses (other than employee or representative witnesses of the Producing Party) and attorneys for witnesses in the Action to whom disclosure is reasonably necessary, provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) the witness and the attorneys for the witness will not be permitted to keep any Protected Material, unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order;
 - (k). Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the Parties engaged in settlement

1 discussions, provided that such individual(s) sign the form attached as
2 Exhibit A hereto; and

- 3 (l). Any other person(s) as to whom the Designating Party agrees to in
4 writing.

5 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY” Information or Items.

7 Unless otherwise ordered by the Court or permitted in writing by the
8 Designating Party, a Receiving Party may disclose any information or item designated
9 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to the persons
10 described in Section 7.2 above and under the conditions noted in Section 7.2 above,
11 with the exception of (i) “the officers, directors, and employees (including In-House
12 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
13 Action” (*see* Section 7.2(b)); and (ii) deposition witnesses (other than employee or
14 representative witnesses of the Producing Party) and attorneys for such witnesses (*see*
15 Section 7.2(j)). Information or items designated as HIGHLY CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY may not be disclosed to such persons.

17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
18 IN OTHER LITIGATION

19 If a Receiving Party is served with a subpoena or a court order issued in other
20 litigation that compels disclosure of any information or items designated in this
21 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
22 EYES ONLY,” that Receiving Party must:

- 23 (a). Promptly notify the Designating Party in writing and include a copy of
24 the subpoena or court order;
- 25 (b). Promptly notify in writing the party who caused the subpoena or order
26 to issue in the other litigation that some or all of the material covered by

the subpoena or order is subject to this Stipulated Protective Order. Such notification will include a copy of this Stipulated Protective Order; and

- (c). Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order will not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Receiving Party has obtained the Designating Party’s permission. The Designating Party will bear the burden and expense of seeking protection in that court of its Protected Material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION

9.1 The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this Action is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

9.2 In the event that a Receiving Party is required, by a valid discovery request, to produce a Non-Party's confidential information that is in the Receiving Party's possession, and the Receiving Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Receiving Party will:

- 1 (a). Promptly notify in writing the Requesting Party and the Non-Party that
2 some or all of the information requested is subject to a confidentiality
3 agreement with a Non-Party;
- 4 (b). Promptly provide the Non-Party with a copy of the Stipulated Protective
5 Order in this Action, the relevant discovery request(s), and a reasonably
6 specific description of the information requested; and
- 7 (c). Make the information requested available for inspection by the Non-
8 Party, if requested.

9 9.3. If the Non-Party fails to seek a protective order from this Court within
10 14 days of receiving the notice and accompanying information, the Receiving Party
11 may produce the Non-Party's confidential information responsive to the discovery
12 request. If the Non-Party timely seeks a protective order, the Receiving Party will not
13 produce any information in its possession or control that is subject to the
14 confidentiality agreement with the Non-Party before a determination by the Court.
15 Absent a Court order to the contrary, the Non-Party will bear the burden and expense
16 of seeking protection in this court of its Protected Material.

17 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
19 Protected Material to any person or in any circumstance not authorized under this
20 Order, the Receiving Party must immediately: (a) notify in writing the Designating
21 Party of the unauthorized disclosures; (b) use its best efforts to retrieve all
22 unauthorized copies of the Protected Material; (c) inform the person or persons to
23 whom unauthorized disclosures were made of all the terms of this Order; and
24 (d) request such person or persons to execute the "Acknowledgment and Agreement
25 to Be Bound" that is attached hereto as Exhibit A.

26 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
27 **PROTECTED MATERIAL**

1 Pursuant to Rule 502 of the Federal Rules of Evidence, the production or
2 disclosure of any documents, electronically stored information (“ESI”), items, or
3 other information subject to a claim of privilege (including the attorney-client
4 privilege, attorney work-product protection, or any other privilege or protection
5 recognized by law) shall not under any circumstance be deemed a waiver in whole or
6 in part of the Producing Party’s claim of privilege, either as to the specific information
7 disclosed or as to any other information, even if the information involves the same or
8 similar subject matter. Accordingly, as explicitly set forth in Rule 502(d), a Producing
9 Party’s production of information subject to a claim of privilege (including the
10 attorney-client privilege, attorney work-product protection, or any other privilege or
11 protection recognized by law), whether inadvertent or not, shall be without prejudice
12 to any subsequent claim by the Producing Party that such discovery material is
13 privileged or otherwise protected, and shall not under any circumstance be deemed a
14 waiver of any such privilege or protection in either this Action or any other federal or
15 state proceeding. Upon learning of the disclosure of privileged information, the
16 Producing Party shall provide written notice to the Receiving Party. The Receiving
17 Party shall then treat the protected documents or information as privileged or
18 otherwise protected from disclosure according to Federal Rule of Civil Procedure
19 26(b)(5)(B), and shall immediately return such privileged or otherwise protected
20 material to the Producing Party. This provision is not intended to modify whatever
21 procedure may be established in an e-discovery order that provides for production
22 without prior privilege review.

23 **12. MISCELLANEOUS**

24 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of any
25 person to seek its modification by the Court in the future.

26 **12.2 Right to Assert Other Objections.** By stipulating to the entry of this
27 Protective Order no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this
2 Order. Similarly, no Party waives any right to object on any ground to use in evidence
3 of any of the material covered by this Order.

4 12.3 Filing Protected Material. A Party that seeks to file under seal any
5 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
6 only be filed under seal pursuant to a court order authorizing the sealing of the specific
7 Protected Material at issue. If a Party's request to file Protected Material under seal
8 is denied by the Court, then the Receiving Party may file the information in the public
9 record unless otherwise instructed by the Court.

10 12.3 Party's Own Material. Nothing herein shall prevent any party or third
11 party from disclosing its own Protected Material in any manner that it considers
12 appropriate.

13 13. FINAL DISPOSITION

14 After the final disposition of this Action, as defined in Section 4, within sixty
15 (60) days of a written request by the Designating Party, each Receiving Party must
16 return all Protected Material to the Producing Party, including all copies, abstracts,
17 compilations, summaries, and any other format reproducing or capturing any of the
18 Protected Materials, or destroy such material. Notwithstanding this provision,
19 Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial,
20 deposition, and hearing transcripts, court filings, legal memoranda, correspondence,
21 deposition and trial exhibits, expert reports, attorney work product, and consultant
22 and expert work product, even if such materials contain Protected Material. Any such
23 archival copies that contain or constitute Protected Material remain subject to this
24 Protective Order as set forth in Section 4 (DURATION).

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1 14. **WILLFUL VIOLATION**

2 Any willful violation of this Order may be punished by civil or criminal
3 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
4 authorities, or other appropriate action at the discretion of the Court.

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6
7 DATED: Feb. 9, 2024

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9
10 By: /s/ Gillian L. Wade

11
12 Milstein Jackson Fairchild & Wade, LLP
13 Attorneys for Plaintiffs Williene Jackson-
14 Jones and Karen Santos

15
16 DATED: Feb. 9, 2024

17 By: /s/ James F. Speyer

18
19 Arnold & Porter Kaye Scholer LLP
20 Attorneys for Defendants Epoch
21 Everlasting Play, LLC and Target
22 Corporation

23
24 DATED: Feb. 9, 2024

25
26 By: /s/ Kevin S. Asfour

27
28 K&L Gates LLP
29 Attorneys for Defendant Amazon.com
30 Services LLC

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32 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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34 DATED: February 12, 2024

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
[full address], declare under penalty of perjury that I have read in its entirety and
understand the Stipulated Protective Order that was issued by the United States
District Court for the Central District of California on [date] in the case of *Williene*
Jackson-Jones, et al. v. Epoch Everlasting Play, LLC, et al., Case No. 2:23-cv-02567-
ODW-SK (C.D. Cal.). I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that
is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date:

City and State where signed:

Printed name:

Signature: